

CITY OF ST. LOUIS

DEPARTMENT OF HUMAN SERVICES

ST LOUIS AREA AGENCY ON AGING

# **FY2022**

# AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)

# REQUEST FOR PROPOSALS (RFP)

Release Date: April 29, 2022 Due Date: May 24, 2022, 4:00 pm



# CITY OF ST. LOUIS DEPARTMENT OF HUMAN SERVICES REQUEST FOR PROPOSALS

The City of St. Louis, Department of Human Services (DHS) St. Louis Area Agency on Aging issues this Request for Proposals (RFP) for the following source of funds:

American Rescue Plan Act of 2021 (ARPA)

Beginning April 29, 2022, RFP packets will be available for pick-up at the Department of Human Services, St. Louis Area Agency on Aging, or via the City's website:

https://www.stlouis-mo.gov/government/procurement/

## Informational Bidder's Conference will be held via Zoom on May 10, 2022, 9:00am,

Those that want to participate in the Zoom Webinar can email Anneliese Stoever at stoevera@stlouismo.gov by May 9, 2022 to be added to the Calendar Invite with Webinar link or attend the meeting via this Zoom Access:

https://us02web.zoom.us/j/86146975992?pwd=RGtOVHp3Y2pKS3JSNUZ6SG5pSGxXdz09

Meeting ID: 861 4697 5992 Passcode: 123456

One tap mobile: +13126266799..86146975992#....\*123456# US

+1 312 626 6799

#### **Questions Regarding the RFP:**

- Must reference the RFP page number and section to which it applies.
- DHS will record questions and provide written responses posted on the City's website.
- DHS will maintain a list of entities that requested the RFP and provide question responses to them.
- Anneliese Stoever is the dedicated contact person. No contact with any other selection committee member is permitted.
- Must be submitted in writing on or before May 8, 2022 to the following:

Anneliese Stoever, Director St. Louis Area Agency on Aging 1520 Market Street, Room 4086, St. Louis, MO 63103 stoevera@stlouis-mo.gov

To be considered by the Selection Committee proposals must be received by 4:00 p.m., May 24, 2022. All applicants must provide five (5) copies of their proposal at the time of submission (please no staples). Attachments need to be separated by a colored cover page. In addition to the submission of paper copies, please email an electronic version of the proposal, as one complete attachment to Anneliese Stoever at <a href="stoevera@stlouis-mo.gov">stoevera@stlouis-mo.gov</a>. Incomplete proposals or those received after the due date and time may be rejected. Funding for this program is subject to appropriations from federal agencies and by the City of St. Louis.

#### AMERICAN RESCUE PLAN ACT AUTHORITY AND USE

The City of St. Louis plans to use Federal American Rescue Plan Act (ARPA) funds to address the urgent needs of older adults and adults with disabilities who are experiencing a need for services and whom are being severely impacted by the Coronavirus Pandemic of 2019-2022. The ARPA funds will expedite and expand delivery of services. ARPA funds will be administered by a variety of City departments but this RFP is for funds which will be administered specifically by the City of St. Louis Department of Human Services.

On March 11, 2021 the American Rescue Plan Act (ARPA), was signed into law by President Biden, as published at 31 CFR Part 35, as the Statue and Interim Final Rule and as set forth in sections 602 (c) (1) and 603 (c) (2) of the Social Security Act. The Fiscal Recovery Fund allows for funds to be dispersed to State, local and Tribal governments, to provide support in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents and businesses. These funds shall build on and expand those efforts provided for through the previously administered Coronavirus Relief Fund (CRF).

The City of St. Louis is seeking a variety of applicants that can provide new and innovative solutions to meet the needs of older adults and adults with disabilities. The effects of the coronavirus have been detrimental to older adults and the City wants to see ARPA funds used as broadly as possible to aid people in accessing services. Funded organizations shall work closely with other community programs. Agencies and organizations which are accustomed to working with people of color, people who are too often marginalized facing steeper health challenges and even death at higher rates are highly encouraged to apply for funds.

#### **METHOD OF COMPENSATION**

The method of compensation for ARPA contracts will be via monthly reimbursement based on a unit cost reimbursement model. All unit costs must include service delivery costs and may include administrative or other costs. All service units need to be well documented and conform to all ARPA guidelines. All programs will be closely monitored. Selected subrecipients will work with the St. Louis Area Agency on Aging (SLAAA) Contract Compliance Officer for training and understanding of how the contract and grant must align with Federal and City requirements. This will include instruction, both verbal and written, on the St. Louis Area Agency on Aging requirements for complete, accurate and timely billing packet submissions, so reimbursements can be provided to subrecipients as quickly as possible. The City issues check payments to subrecipients once the complete, accurate and timely billing packet is fully processed through several City Departments. Selected subrecipients will have to incur expenses of the project prior to receiving any funds for such expenses and be able to cover up to three months expenses of the project at the start of the contract.

#### PROTECTED POPULATION

Pursuant to the Missouri Code of State Regulations, all service providers will ensure: That all paid/volunteer staff will have a St. Louis City and County Criminal Background Screening at hiring and every five years thereafter (additional background requirements may be instituted prior to the start of the contract); that all paid/volunteer staff will be registered in the Family Care Safety Registry (FCSR) with the screening results at hiring and every five years thereafter; that all paid/volunteer staff will be screened through the MO Sex Offender Registry upon hire and every five years; that all paid/volunteer staff who have direct contact with clients, either in their home or in a vehicle have an annual PPD test with documented results; that all paid/volunteer staff will have an updated Hepatitis A vaccination if work tasks include meal preparation; that all paid/volunteer staff will have First Aid training at hiring and every five years thereafter; that all paid/volunteer staff will have satisfactorily completed an evaluation of health conditions prior to direct client contact; and that all paid/volunteer staff will have the appropriate current

and valid MO Driver's License if they use a vehicle of any type while in the performance of their duties and comply with the Missouri Motor Carrier Compliance and Safety Regulations and Standards.

In the event that the provider employs any paid/volunteer staff whose criminal record of convictions violates this provision it shall constitute a material breach of this contract. Payment for any services provided in breach of this provision shall not be made by SLAAA. Any payment for services performed in violation of this provision shall be repaid to SLAAA by service provider.

#### **CLIENT ELIGIBILITY**

Client eligibility for services will be prioritized, as follows:

- Priority will be given to older adults age 60 and older and adults with disabilities age 18-59.
   Clients will be required to complete a self-attestation regarding eligibility. Clients who are currently approved for services will be eligible for services provided by SLAAA and the Aging Provider Network.
- 2. City households that have experienced a negative public health or economic impact resulting from COVID-19. Older adults and adults with disabilities experienced social isolation as a result of Covid which is a negative public health issue.

Data tracking for all ARPA funded projects must be entered into the AgingIS Database System and into Excel and Google documents, as directed for reporting purposes.

#### **CONTRACT PERIOD**

Grants will be awarded for one one-year contract with the opportunity to renew for one additional year, based on grant performance and funding availability.

#### **FUNDS AVAILABLE**

	ARPA Component Type	Funded by Department of Human Services
1	<ul> <li>A). Direct Support to Care Workers—Grants to homecare organizations to recruit and retain direct support care workers who assist people with disabilities and older adults.</li> <li>B). In-Home Services—Homemaker services, nursing services, personal assistant services, personal care services, and respite care services.</li> </ul>	\$1,447,500
2	DHS – St. Louis Area Agency on Aging will provide funding to expand services to support older adult residents who have suffered negative public health or economic impacts resulting from COVID-19.	\$1,860,000
	Total	\$3,307,500

#### **ELIGIBLE ARPA COMPONENTS**

### 1. <u>DIRECT SUPPORT TO CARE WORKERS AND IN-HOME SERVICES—Funding Available</u> \$1,447,500

The Department of Human Services is seeking proposals to implement two service categories as described below:

- **1A.** Project Recruitment and Retention (Project R & R)
- 1B. In-Home Services

#### A. Service Category: Project R&R—Funding Available: \$845,000

The City of St. Louis is seeking a *Coordinating Entity* that will work with homecare organizations to distribute funding to Recruit & Retain direct support care workers who assist people with disabilities and older adults. Homecare organizations are agencies that provide inhome services and consumer directed services, as defined by the Missouri Department of Health and Senior Services, and personal assistance services as defined by the Missouri Department of Mental Health. Services provided by Homecare Organizations include personal care, nursing services, housekeeping, respite, adult day care, consumer-directed services, and personal assistance services provided in the home and community, including self-directed services. This Coordinating Entity will assist homecare organizations in recruiting and retaining direct support care workers by providing grants to eligible organizations that employ direct support workers that provide services in the homes of people with disabilities and older adults living in the City of St. Louis. These grants will incentivize new employees to join the homecare field and will incentivize current direct support care workers who have provided the essential services necessary throughout the pandemic to support residents with disabilities and older adults to live safely in community settings. The Coordinating Entity will distribute grants to Homecare entities that apply and are selected to receive \$100 cash incentives to distribute to each direct support worker that provides 80 hours of care for a person with a disability or an older adult in a community setting in the City of St. Louis. For each 80-hour period worked, the employee should receive a \$100 cash incentive bonus, up to \$1,000. Each homecare entity selected for this grant will ensure that staff attend a mandatory training and complete a survey regarding the impact of the R&R program. The goal of this project is to assist homecare

entities with Recruitment and Retention and to provide Direct Support Care Workers with additional funds for their own Rest and Relaxation.

The number of Direct Support Care Workers served through this program will depend on whether the full 800 hours are worked to receive the maximum \$1,000 cash incentive. Some Care Workers may work less hours, and as a result, receive a lower cash incentive amount. For instance, if 160 hours are worked, then the Care Worker would only be eligible to receive two \$100 cash incentives, totaling \$200.

The cash bonus will be provided through a gift card that can be used at any location. Over the course of the program, 7,500 cards will be distributed that are each valued at \$100.

Unit of Service for Project R & R—reimbursement of incentive that was provided to the Homecare employee that provided services to a person with a disability or an older adult in a community setting in the *City of St. Louis*. One (1) unit equals one (1) cash bonus card distributed. The dollar amount on each card is \$100. The card will be provided after the 80 hours of work is verified by copy of deposited check or payment and is associated with care provided to an older adult or adult with a disability that lives in the City and completion of a survey, for up to \$1,000 per Direct Support Care Worker. Over the course of the program, 7,500 cards will be distributed that are each valued at \$100 for a total of \$750,000 of funding distributed to recruit and retain direct support care workers. There is a card cost of \$2 per card that will be included in the costs (\$2 \* 7,500 cards = \$15,000).

Method of Compensation for Coordinating Entity—the method of compensation is via monthly reimbursement for prior month's incurred actual expenses. All expenditures will need to be well documented and conform to all ARPA guidelines. Selected subrecipients will have to incur expenses of the project prior to receiving any funds for such expenses and be able to cover up to three months expenses of the project. Expenses incurred include the cost of the cards, marketing the program, working with homecare entities to facilitate a successful program, checking to see that staff attend the mandatory training, receiving the surveys, documenting survey results, and monthly reporting. Up to \$52,500 may be spent on administrative costs. The remaining \$27,500 of costs may be spent on the aforementioned expenses and additional expenses as approved by the Contract Compliance Officer.

A budget must be submitted for this service.

#### B. Service Category: In-Home Services—Funding Available: \$602,500

The City of St. Louis is seeking homecare organizations with knowledge and experience providing the following in-home services: homemaker, nursing services, personal assistant services, personal care, and respite services.

<u>Homemaker Services</u> are general household activities provided by a trained homemaker when the client is unable to manage the home and/or care for themselves. Activities included are found in 19 CSR 15.7.021 In-Home Service Standards.

<u>Nursing Services</u> nursing services generally include medication set-ups, blood draws, or diabetic nail care. This RFP is seeking trained nursing staff that will provide vaccines and/or boosters to individuals that are homebound. Once that need is met, the location of the provision of services may be expanded to area senior centers. Unit costs should include the cost of obtaining the vaccine/booster, travel costs, administering the vaccine, and paperwork.

<u>Personal Assistant Services</u> enable individuals to complete tasks they are not able to do for themselves due to their disability. These supports can be provided in the participant's own home, family home, or in the community. These supports are always provided in the presence of the individual. More information on these services, their scope, and definitions are located in the State of Missouri Mo HealthNet Developmental Disabilities Waivers Manual.

<u>Personal Care Services</u> are maintenance services provided to a client in the individual's residence to personally assist with the activities of daily living found in 19 CSR 70.91.010 Personal Care Program.

Respite Care Services are maintenance and supervisory services provided to a client in the individual's home to provide temporary relief to the usual caregiver(s). Respite care services shall include, at a minimum, the following activities: Supervision: The respite care worker will provide personal oversight of the client for the duration of the service period. Personal oversight includes making a reasonable effort to assure the safety of the client and to assist the client in meeting his/her own essential human needs. Sleeping is permitted when the client is asleep. The worker must be in close proximity to the client during a sleeping period. Companionship: The worker will provide companionship during the client's waking hours and attempt to make the client as comfortable as possible. The unit of service is one (1) hour of direct client contact.

In addition to requirements listed starting on page 2, all service providers will ensure that all paid/volunteer staff will have an updated Hepatitis A vaccination if work tasks include meal preparation; have an annual PPD test with documented results; that all paid/volunteer staff comply with the both the General Requirements 19 CSR 15-7.010; the In-Home Service Standards 19 CSR 15-7.021; the provider will meet with the client or primary caregiver quarterly and will mutually determine and document the range of activities that will be provided.

The City of St. Louis will determine a cap or maximum number of units that can be approved per client under the In-Home Services program and can provide some technical assistance in the design of the program. However, the applicant should put forth a program model in which they wish to operate. The successful provider will be required to provide the units of services in a timely manner. Clients requesting services must call the SLAAA Information & Assistance section to be screened for eligibility, be entered into the AgingIS database system, and then be referred to the appropriate provider. Verification of client eligibility is required. Eligibility must be based on City residency and the client being age 18-59 with a disability or being age 60 or older <u>and</u> having a medical issue that necessitates in-home services.

Unit of Service for Homemaker, Personal Assistant Services, Personal Care, and Respite Services—one (1) hour of direct client contact.

Unit of Service for Nursing Services—one vaccine or booster administered.

# 2. EXPAND SERVICES TO SUPPORT OLDER ADULT RESIDENTS WHO HAVE SUFFERED NEGATIVE PUBLIC HEALTH OR ECONOMIC IMPACTS RESULTING FROM COVID-19 FUNDING AVAILABLE \$1,860,000.

ARPA funding allows for the City to contract with providers for a variety of services and the City is seeking providers to deliver the following services for older adult residents. Proposals can include one service or multiple services. These services can be stand-alone projects or can be paired with existing programs to complement services already being provided. The flexibility of this category lends itself to applicants being creative in helping to solve problems impacting older adults and adults with disabilities. Here are the services the City is seeking to fund:

**A.** <u>Service Category: Transportation</u> Older adults living across the City of St. Louis need transportation options. The Fourth National Survey states, "almost half (47%) of transportation

users served by the Aging Services Network relied on transportation services under the Older Americans Act for almost all of their rides". Even with those options, most riders described themselves as "mobility impaired". Seniors need robust transportation options to meet a variety of transportation requests. The City seeks a coordinated community-based transportation program to meet the transportation needs of residents of the City that are age 60 or older. Transportation services are necessary to access services, including vaccines. Pew Trust states, "Millions of older adults and low-income people of color who are at higher risk of contracting the virus don't have cars, don't drive or don't live near public transit." <a href="https://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2021/02/01/without-a-ridemany-in-need-have-no-shot-at-covid-19-vaccine">https://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2021/02/01/without-a-ridemany-in-need-have-no-shot-at-covid-19-vaccine</a> Additionally, transportation to medical, business, social, and shopping trips reduces social isolation.

The City seeks organizations with knowledge and experience providing transportation services. Services will be provided by qualified providers located in the St. Louis metropolitan area. Transportation trips can be to St. Louis City and County destinations. Qualified for-profit, not-for-profit businesses, government entities, and organizations who have experience providing transportation services to older adults and adults with disabilities, and who will provide reasonable, quality service for the entire contract period, may apply and will have their application reviewed. Types of transportation that could be included in this community-based transportation program could include a combination of senior center vans and buses, Bus/Metro link reduced fare passes, taxi fares, ride sharing programs like Lyft or Uber, electric vehicles, wheelchair accessible vehicles, volunteer transportation programs, or other transportation services that, working in tandem, could form a robust transportation network to provide City-wide access to transportation services.

The City seeks a *Coordinating Entity* that will pilot an innovative Mobility Management program that coordinates transportation providers to expand services to residents. The Coordinating Entity will maintain a Hotline Call Line to receive transportation requests from older adults, adults with disabilities, caregivers, and others. The BIDDER must clearly spell out what service is being provided, how it helps older adults access transportation services, how success will be measured, and the units of service that will be provided.

Unit of Service for transportation within the City—one (1) one-way trip.

Unit of Service for transportation to the County—one (1) one-way trip.

Unit of Service for coordination of transportation—to be negotiated based on BIDDER's proposal.

B. <u>Service Category: Nutrition</u> The National Council on Aging in its article titled, *Pandemic-Related Hunger Among Older Adults Is Here to Stay*, states, "after a major socio-economic upheaval, such as a recession or pandemic, food insecurity among vulnerable older adults grows and remains higher than before the catastrophic event". Client requests for Home Delivered Meals have increased during the pandemic. Clients are seeking to have basic needs met, and access to healthy foods is essential. Services will be provided by qualified providers located in the City of St. Louis. Each unit of nutrition service is defined in this section.

<u>Home Delivery of Groceries and Goods:</u> Home delivery of food, medications, incontinence supplies, etc. is a service in which a provider would deliver fruits, vegetables, or other food, medications, and/or incontinence supplies to older adults in their home. Service providers will ensure they are able to deliver fruits, vegetables, or other food, medications, or incontinence supplies to clients via phone order and/or mail-in order form on a regular basis.

**Unit of Service for Home Delivery of Groceries and Goods:** One (1) delivery to a client (include staff costs related to ordering the items, picking up the items from the store, and delivering the items).

**Unit of Service for Gift Card:** One (1) distribution of a \$25 Gift Card Incentive to be used to go towards the purchase of the items being delivered. Number of gift cards per client determined based on funding.

<u>Pantry Services:</u> The provision of meats, produce, canned goods, fresh fruits, fresh vegetables, perishables, and other commodities (e.g. incontinence supplies) to supplement the nutritional intake and/or personal care of seniors from one centralized location. All service providers will ensure that all paid/volunteer staff will have an updated Hepatitis A vaccination and have an annual PPD test with documented results if work tasks include meal preparation. Additional assurances may be necessary based on the proposal.

**Unit of Service:** One (1) distribution of items to a senior at an approved center.

**Special Meals:** Special Meals are needed to meet not only clients with dietary requirements, but also to provide a meal to accompany classes (including health, wellness, cultural, cooking, and other classes). Unit costs should include preparation and delivery of meals to SLAAA approved eligible client at a centralized center or to an individual's place of residence, or as approved by SLAAA basis. All paid/volunteer staff will have an updated Hepatitis A vaccination and have an annual PPD test with documented results if work tasks include meal preparation. Additional assurances may be necessary based on the proposal.

**Unit of Service:** One (1) preparation and distribution of meals to a centralized center or to an individual's place of residence.

Innovative Nutrition Programming: Innovative programming related to nutrition that are not previously listed, that are provided by qualified providers, are also requested. Some best practice ideas are listed here: <a href="https://acl.gov/senior-nutrition/success-stories">https://acl.gov/senior-nutrition/success-stories</a> or <a href="https://acl.gov/programs/nutrition/innovations-nutrition-programs-and-services-0">https://acl.gov/programs/nutrition/innovations-nutrition-programs-and-services-0</a> or <a href="https://www.usaging.org/covid19fieldexamples">https://www.usaging.org/covid19fieldexamples</a> The BIDDER must clearly spell out what service is being provided, how it helps older adults, how success will be measured, and the units of service that will be provided.

**Unit of Service for innovative program—**to be negotiated based on BIDDER's proposal.

C. <u>Service Category: Social Isolation</u> According to former Surgeon General Dr. Vivek Murthy, social isolation is a public health epidemic. Murthy states, "as Covid19 forces us to physically distance from one another and as our contact with other people drops, society is at risk for a 'social recession'. A social recession is marked by an increase in loneliness and isolation". The health impact of social isolation is significant. "According to a meta-analysis co-authored by Julianne Holt-Lunstad, PhD, a professor of psychology and neuroscience at Brigham Young University, lack of social connection heightens health risks as much as smoking 15 cigarettes a day or having alcohol use disorder. She also found that loneliness and social isolation are twice as harmful to physical and mental health as obesity (<u>Perspectives on Psychological Science</u>, Vol. 10, No. 2, 2015)". <a href="https://www.apa.org/monitor/2019/05/ce-corner-isolation">https://www.apa.org/monitor/2019/05/ce-corner-isolation</a> Social isolation particularly affects older adults. "A study from the University of California/San Francisco reveals that 43% of adults over 65 feel lonely, which can put them at a greater risk for poor health".

According to the American Community Survey, during the 2014-2018 five-year period, 42.8% of householders 65 and over lived alone, a decrease from 43.8% in 2009-2013. New York County, N.Y.; Richmond City, Va.; and St. Louis City, Mo., were among the counties and county equivalents with the highest percentage of householders 65 years and over living alone. In addition, isolation is more than being alone. It is the result of feeling detached physically or psychologically, or being disconnected from support groups of family, friends and community

which can lead to significantly poor health and wellbeing. Services are needed to prevent and reduce social isolation for individuals who have higher risks due to changes in physical or mental health, caregiving demands, mobility challenges, major life events such as loss or retirement, and other factors. Our goal is to help older adults maintain social connections and have access to resources that meet their needs and interests.

The City seeks service providers that will provide services to address social isolation and mental health concerns to City residents age 60 and older. The City seeks organizations with knowledge and experience providing services to combat social isolation and address mental health needs. Services will be provided by qualified providers located in the St. Louis metro area. Qualified for-profit and not-for-profit businesses and organizations who have experience providing services and who will provide reasonable, quality service for the entire contract period, may apply and will have their application reviewed.

Types of services that could be included in this program include:

- Virtual and in-person classes
- Telephone reassurance services
- Friendly visitor programs
- Case Management services
- Intensive mental health services.

For mental health services, programs that include home visits and involvement of licensed or certified mental health professionals are preferred. Mental health professionals establish relationships, build trust and rapport, and provide necessities for the intention of linking clients to mental health services and support. Populations to be targeted for mental health services are those which are believed to be critically vulnerable; those that need connections to services and supports. Often, clients experiencing mental health issues believe they don't qualify for services, and/or don't have the means to access services in traditional methods, so mental health professionals must meet people where they are. Innovative programming related to social isolation and mental health services that are not previously listed, that are provided by qualified providers, are also requested. The BIDDER must clearly spell out what service is being provided, how it helps older adults, how success will be measured, and the units of service that will be provided.

**Unit of Service for classes—**one (1) graduate of a virtual or in-person class.

**Unit of Service for case management—**one (1) hour of direct client contact.

**Unit of Service for telephone reassurance services—**one (1) interaction with the older adult via the telephone with a telephone reassurance form completed.

Unit of Service for friendly visitor program—one (1) hour of direct client contact.

Unit of Service for mental health program—one (1) hour of direct client contact.

**Unit of Service for innovative program—**to be negotiated based on BIDDER's proposal.

D. <u>Service Category: Minor Home Repair</u> According to the American Community Survey, one in every five householders in St. Louis City are older adults, a little more than half of older householders have lived in their homes for 20 or more years, and more than half (59%) own their homes. Additionally, one in three older householders who own their homes pay more than 30% of their income for housing. The Missouri Senior Report states that out of 115 Counties, St. Louis City ranks 115<sup>th</sup> in percent of seniors that are housing cost burdened (1 being best, 115 being worst). Older adults are struggling to meet day to day housing

expenses, let alone find a way to pay for unexpected costs that arise due to home repair needs.

Minor Home Repair services are needed to help reduce this burden. Minor Home Repair is a service involving home maintenance, minor modification or minor repair to the homes of older adults age 60 or older facilitating their ability to remain at home. Examples of Minor Home Repair include:

- Installing grab bars
- Repairing railings
- · Replacing broken locks
- Replacing doors
- Light electrical/plumbing work, etc.

This list is not intended to be all encompassing. This funding reimburses the supplies needed to do the Minor Home Repair project. All service providers will ensure that the provider has established a reputation for fair and economical home repair services and supports the concept of independent living for older adults age 60 and older. That the provider has developed a plan and procedure for accepting referrals for services including an estimation of the time and material required to complete a project, coordination of work to be accomplished, completion of projects in a reasonable amount of time, and the ability to respond to emergency situations. The current Minor Home Repair providers should apply for ARPA funds if they choose to extend that project. Any agency may apply for minor home repair funds.

**Unit of Service**—reimbursement of minor home repair supplies; one (1) unit equals \$50.00 of minor home repair supplies that can be verified by receipt upon request and is associated with home repair work done for an older adult living in the City.

#### **REVIEW & SELECTION PROCESS**

Professional Services Agreement (PSA) Selection Committee: In accordance with Ordinance 64102 and the Rules and Procedures for Professional Service Agreements promulgated pursuant to the same and approved by the Board of Public Service of the City of St. Louis, professional service selections shall comply with these procedures, including the use of a Selection Committee.

The Professional Services Selection Committee shall be composed of the following: the Director of DHS or the designee of the Director, who shall act as chairperson; one member of said department's, division's or agency's staff selected by said Director or another designee of the Director; one member selected by the Mayor; one member selected by the Comptroller; and one member selected by the President of the Board of Aldermen.

Proposals will be evaluated according to the following process:

- 1. The first phase will involve a review of the proposals by the St. Louis Area Agency on Aging (SLAAA) for conformance to the submission requirements and a determination of whether the proposals meet the minimum criteria established in this RFP.
- 2. The second phase will involve the evaluation of the proposal's merits by each PSA Committee member independently.
- 3. The final phase will be a review of the remainder of the proposals by the Selection Committee. During this phase, and at its discretion, the PSA committee may conduct interviews/

presentations with applicants and provide applicants the opportunity to clarify their proposals and advise the City of any additional factors that may be relevant to their decision.

Each member of the Selection Committee shall vote to select applicants to perform the services requested in the RFP. If presentations have been made, the Selection Committee shall defer the selection vote until after presentations are complete.

After the PSA Committee's review process and decision-making meeting, SLAAA will provide written notification to all applicants regarding selections. This communication will further discuss the process for awarding contracts.

#### ADDITIONAL SELECTION CONSIDERATIONS

In addition to the Proposal Requirements noted above, and as per City of St. Louis rules and procedures, the Selection Committee, in deciding to select an agency to provide professional services, shall consider, at a minimum, the following, as related to the selection:

- Specialized experience, qualification and technical competence of the agency, it's principals, project manager, and key staff.
- Ability of the agency to provide innovative solutions.
- Approach to the project and any unusual problems anticipated.
- The capacity and capability of the agency to perform the work within the time limitations.
- Past record and performance of the agency with respect to compliance, cost control, and quality of work.
- Fees or fee structure for work performed and the applicant's ability to provide solid fiscal accountability to the project.
- The availability of financial and operating resources of agency to complete the work.
- M/WBE and/or DBE participation
- Ability of the agency to meet statutory or ordinance requirements.
- Other items that arise as the result of the proposal.
- Applicant is a non-profit organization or a Government entity in good standing.
- The applicant's commitment to be a good neighbor that protects the safety and the privacy of program participants and neighbors.
- The applicant's ability to adequately describe and address requirements set out in the RFP.
- The ability to track clients through the progression of services being provided.
- The applicant's plans to involve and empower clients to participate in decision-making and project operations.

#### **RFP TERMS & CONDITIONS**

- 1. The City reserves the right to reject any proposal submitted; to select one or more respondents; to void this RFP and the review process and/or terminate negotiations at any time; to select separate respondents for various components of the scope of services; to select final team members from among the proposals received in response to this RFP. Additionally, any and all RFP project elements, requirements and schedules are subject to change and modification. City also reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFP process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the RFP or any responses by any agency. Respondents may be asked to make one or more presentations and participate in interviews.
- 2. This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submitted RFPs become the property of the City as public records. All proposals may be subject to public review, on request, unless exempted as discussed elsewhere in this RFP.

- 3. By accepting this RFP and/or submitting a proposal in response thereto, each proponent agrees for itself, its successors and assigns, to hold the City and all of their various agents, commissioners, directors, consultants, attorneys, officers and employees harmless from and against any and all claims and demands of whatever nature or type, which any such proponent, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a proponent or negotiating or executing an agreement incorporating the commitments of the selected proponent.
- 4. Proposals shall be open and valid for a period of 60 days from the date of their submission to the City.
- 5. All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned. All proposals will be considered public records, pursuant to the City's understanding and interpretation of the laws of the State of Missouri. All proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials. Thus, proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.
- 6. The proposed activities within an applicant's proposal must meet the funding priority and eligible components as stated within the RFP.
- 7. Applicant must have a DUNS Number or a Unique Entity ID (UEI).
- 8. Applicant must have registered in the System for Award Management (<a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a>) before a contract can be awarded and are strongly encouraged to start the registration process on www.SAM.gov as soon as possible.
- 9. Applicant must be current with IRS Form 990 filings (when applicable) or be under an automatic or approved extension.
- 10. Applicant must have completed all required federal audits (if applicable).
- 11. Applicant must be current on filings of all federal, state, or local taxes.
- 12. Applicant must not have any unresolved or open audit or monitoring findings.
- 13. Applicant must be in good standing with the State of Missouri and City of St. Louis (Please note applicants must have a current business license or be deemed exempt by the License Collector's Office).

See: <a href="https://www.stlouis-mo.gov/government/departments/license/business-license-info/">https://www.stlouis-mo.gov/government/departments/license/business-license-info/</a> and <a href="https://www.stlouis-mo.gov/government/departments/license/business-license-info/Graduated-Business-License-Process.cfm">https://www.stlouis-mo.gov/government/departments/license/business-license-info/Graduated-Business-License-info/Graduated-Business-License-info/Graduated-Business-License-info/Graduated-Business-License-info/Graduated-Business-License-Info/Graduated-Business-License-Info/Graduated-Business-License-Info/Graduated-Business-License-Info/Graduated-Business-License-Info/Graduated-Business-License-Info/Graduated-Business-License-Info/Graduated-Business-Info/Graduated-Business-License-I

- 14. Applicant's proposed activities in the City of St. Louis must take place in a building approved for occupancy by the City of St. Louis. See: <a href="https://www.stlouis-mo.gov/government/departments/public-safety/building/permits/occupancy-permits/commercial-occupancy-permits.cfm">https://www.stlouis-mo.gov/government/departments/public-safety/building/permits/occupancy-permits/commercial-occupancy-permits.cfm</a>
- 15. Applicant must not be on the federal Excluded Parties List (debarred). See: https://www.dol.gov/agencies/ofccp/debarred-list

#### CONTRACT OBLIGATIONS SUBJECT TO APPROPRIATION

The award and performance of any contract or agreement that results from this RFP is subject to appropriation of funds for such purposes by the City, including re-appropriations for each fiscal period. The City reserves the right to not appropriate funds in any fiscal period to make the payments required under any agreement or contract. In the event funds are not appropriated in any fiscal period for the purposes of making payments as required, any agreement or contract for which the payments are not appropriated shall terminate without penalty or expense to the City whatsoever.

#### **EARNINGS TAX REQUIREMENTS**

Every contract for services executed on behalf of the City shall require certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of the contract stating that the contractor has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the contractor has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.

Every contract for services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.

#### PROHIBITED CONTRACT CLAUSES

The City will not accept any contract awarded following this RFP that includes a limitation of liability clause. Limitations of liability clauses include, but shall not be limited to:

- Monetary caps on the amount a vendor or contractor will pay to the City under any circumstances.
- Limits on categories of risks or liabilities for which a vendor or contractor will compensate the City.
- Limits on or disclaimers of certain damages.
- Limits on when the City can bring a breach of contract or breach of warranty claim.
- Limits on when the City can bring a tort claim.

#### <u>MISSOURI UNAUTHORIZED ALIENS LAW</u>

Requirements: Respondents are hereby advised that any Agreement that will be executed with a successful respondent pursuant to this RFP is subject to sections 285.525 through 285.555 of the Revised Statutes of Missouri, as amended (the "Missouri Unauthorized Aliens Act"). As a condition to the award of any such agreement, the successful respondent shall, pursuant to the applicable provisions of the Missouri Unauthorized Aliens Law, by affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the agreement. The successful respondent shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement pursuant to the Missouri Unauthorized Aliens Law.

Information regarding the Missouri Unauthorized Aliens Law is available on the Missouri Attorney General's web site at <a href="https://ago.mo.gov/criminal-division/public-safety/unauthorized-alien-workers">https://ago.mo.gov/criminal-division/public-safety/unauthorized-alien-workers</a>. Information regarding E-Verify can be found on U.S. Citizenship and Immigration Services' web site at <a href="https://everify.uscis.gov/enroll">https://everify.uscis.gov/enroll</a>.

#### LIVING WAGE

Any contract entered into pursuant to this RFP may be subject to the St. Louis Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and its associated Regulations. Respondents hereby agree to comply with the following measures, as applicable:

- 1. Minimum Compensation: Respondent hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Exhibit I. The initial rate shall be adjusted each year no later than April 1, and Respondent hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued and posted at <a href="http://www.flystl.com/business/business-diversity-development-1/living-wage">http://www.flystl.com/business/business-diversity-development-1/living-wage</a>.
- 2. Notification: Respondent shall provide the Living Wage Bulletin to all employees, together with a Notice of Coverage, in English, Spanish, and other languages spoken by a significant number of the Respondent's employees, and within thirty (30) days of contract execution for existing employees, and within thirty (30) days of employment for new employees.
- 3. Posting: Respondent shall post the Living Wage Bulletin, together with a "Notice of Coverage" in English, Spanish, and other languages spoken by a significant number of the Respondent's employees, in a prominent place in a communal area of each worksite covered by this Agreement.
- 4. Subcontractors-Service Contracts: Respondent hereby agrees to require subcontractors to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such subcontractors. Respondent shall include these Living Wage Compliance Provisions in any contract with such subcontractors.
- 5. Term of Compliance Service Contracts: Respondent hereby agrees to comply with these Living Wage Compliance Provisions for as long as work related to this Agreement is being performed by Respondent's employees, and to submit the reports in the form of the document located at <a href="https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf">https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf</a> for each calendar year or portion thereof during which such work is performed.
- 6. Reporting: Respondent shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.
- 7. Penalties: Respondent acknowledges and agrees that failure to comply with any provision of the Ordinance and/or providing false information may result in the imposition of penalties specified in the Ordinance, which penalties may include, without limitation, per order of the City Compliance Official, the following:
  - i. Suspension and/or termination of the contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;
  - ii. Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis:
  - iii. Barring the Respondent from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;

iv. Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

Accordingly, Respondents shall submit with their proposal the Living Wage Acknowledgment and Acceptance Declaration, attached as Exhibit I.

#### SERVICE CONTRACT PREVAILING WAGE

For all positions listed on the Secretary of Labor's wage and fringe benefits determination, (see https://sam.gov/wage-determination/2015-5075/21), and as applicable, Respondents will be required to provide the minimum prevailing wage and the minimum prevailing fringe benefits required and abide by the terms of Ordinance No. 62124, codified at Chapter 6.20 of the Revised Code of the City of St. Louis (2020) in any contract entered into pursuant to this RFP. If any services for which the successful respondent is obligated under an Agreement pursuant to this RFP is subcontracted, the successful respondent shall provide in any service subcontract (1) provisions specifying the minimum prevailing wage and the minimum prevailing fringe benefits to be paid to the subcontractor's service employees and (2) a representation by the subcontractor to abide by the terms of this chapter and to pay and provide to all service employees said minimum prevailing wage and minimum prevailing fringe benefits as noted in the service subcontract.

#### PUBLIC RECORDS LAW

Any Contractor awarded this contract acknowledges that the City is a "public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Contractor, nor of any record disclosed pursuant to the Act. Nothing in any awarded contract shall supersede, modify, or diminish in any respect whatsoever any of the City's rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that City determines in its sole discretion is a public record subject to disclosure under the Act.

#### **MISSOURI STATUTE - ISRAEL ENGAGEMENT ACTIVITY**

Requirements: Respondents are hereby advised that any Agreement that will be executed with a successful respondent pursuant to this RFP is subject to <u>Certification under Revised Statutes of Missouri Section 34.600</u>. If a contract or grant exceeds \$100,000 in value, and Subrecipient has 10 or more employees, then as a condition for the award of a contract or grant, Subrecipient, shall, pursuant to the provisions of Section 34.600 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit affirm and certify that Subrecipient is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the state of Israel; or persons or entities doing business in the state of Israel. <a href="https://revisor.mo.gov/main/OneSection.aspx?section=34.600">https://revisor.mo.gov/main/OneSection.aspx?section=34.600</a>

#### **INSURANCE REQUIREMENTS**

Any Contractor awarded this contract shall procure and maintain General Liability Coverage, Automobile/Motor Liability Coverage (including non-owned and hired vehicle coverage), and Worker's Compensation Insurance, and no coverage amounts listed shall be construed to limit the liability of the Contractor. The Contractor awarded this contract shall provide a Certificate of Insurance to the City of St. Louis prior to the execution of this contract, with "The City of St. Louis"

listed as an Additional Insured to the policy. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be mailed to:

Department of Human Services St. Louis Area Agency on Aging 1520 Market St., Room 4086 St. Louis, MO 63103

The Contractor's Insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance – Financial Institutions & Professional Registration. Such Insurance company must have a financial strength of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide. (http://www.ambest.com/home/default.aspx).

Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Consultant, its officers, agents, employees, Consultants, subcontractors, licensees, invitees, representatives, and independent Consultants and, contractual liability insurance sufficient to cover Consultant's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to and does not make the City a partner or joint-venture with Consultant in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over Consultant's policy.

Additionally, Cyber Insurance must be provided.

#### **TERMINATION RIGHTS**

Any contract awarded may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Contractor, in which event Contractor shall be paid for all work performed up until the date of termination.

Any contract awarded may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If the Contractor abandons this contract, it shall indemnify the City against any loss caused by said abandonment.

#### FEDERAL LEGAL REQUIREMENTS INCLUDING ARPA REPORTING

To comply with federal laws, including the American Rescue Plan Act, the City shall require that any contract or subrecipient agreement between the City and a respondent arising out of this RFP include Supplementary Conditions in substantially the form set forth on Exhibit D as binding terms of the Agreement. The final wording of the Supplementary Conditions may be modified during contract negotiations.

#### **ATTACHED EXHIBITS**

Exhibit A: Proposal Cover Sheet, page 18

Exhibit B: Proposal Narrative & Attachments Guidance, page 20

Exhibit C: Bid Submission Sheet (one per service), page 23

Exhibit D: Supplement of Required Contract Provision Pursuant to ARPA, page 24

Exhibit E: HUD Qualified Census Tracts, City of St. Louis, Missouri, page 31

Exhibit F: Project Evaluation Rubric – FY2021 ARPA RFP, page 32

Exhibit G: Financial Capacity Rubric - ARPA Project, page 33

Exhibit H: Required only for Transportation Providers.

H-1: Transportation Vendor Guidelines, page 34 H-2: Driver Guidelines for Service Delivery, page 36 H-3: Transportation Vendor Application, page 38

Exhibit I: Living Wage Bulletin & Acknowledgment Declaration, page 44

Exhibit J: Budget specific to the Project R&R Coordinating Entity, page 47



## City of St. Louis – St. Louis Area Agency on Aging Division 2022 ARPA - REQUEST FOR PROPOSALS (RFP)

#### **PROPOSAL COVER SHEET**

Organization Name:			
Project Name:			
Project Address:			
<b>Executive Director Name:</b>			
Executive Director Email:			
Executive Director Telephone #			
Organization Address			
Organization Telephone			
Organization Fax #		City Business Lic	ense:
Organization Website			
Organization DUNS #		Tax ID or EIN:	
Contact Person & Title		1	
Contact's Email			
Contact's Telephone #			
SELECT ONLY ONE CATEGO however, the agency MUST c			
☐ Direct Support to Care Workers ☐ Nutrition			
☐ In-Home Services		Social Isolation	
☐ Minor Home Repair		☐ Transportation	
Is the request for $\square$ new fund Amount of Funding Requested i		-	
Amount of Match: No match red	quired.		
Does the organization have office	ces in the City of S	St. Louis? Yes 🗌 No 🗌	
Does or will the organization ha	ve staff in the City	of St. Louis providing services	s? Yes 🗌 No 🗌
How many households are proje	ected to be served	d with the funds requested?	
How many City residents are projected to be served with the funds requested?			
Target Population			
☐ Older adults age 60+	Clients age 18-5	59 with disabilities	] Other

<u>Current Agency Funding Sources:</u>
Please provide your funding information below that your agency receives from any department of the City of St. Louis.

Grant Source	Grant Amount	Date Funds Expire	# of Years Received
MO Dept. of Health and Senior Services			
Washington University			
United Way			
Proposition S (City of St. Louis Senior Fund)			
Missouri Foundation for Health			
Health Division Grants			
Incarnate Word			
Ryan White			
Community Development Block Grant (CDBG)			
MO Department of Transportation/MEHTAP			
Meals on Wheels			
Cares Act Funds			
Treasury ERAP Funds			
Other Funds Provided due to the Pandemic			
Marillac Mission Fund			
Charless Foundation			
Other			

See next page for the Narrative and Attachment Guidance (Exhibit B).

#### PROPOSAL NARRATIVE & ATTACHMENTS GUIDANCE

In addition to submitting the *Proposal Cover Sheets* the applicant will need to provide a detailed narrative for each of the following questions. The Narrative page should list each question in bold font, and then list the response. Number the questions/responses. Don't forget to include Attachments (listed on page 21).

These questions will be evaluated for funding decisions. The project evaluation rubric (Exhibit F) and financial capacity rubric (Exhibit G) will outline the measures used to score the proposals.

- **1. Responsible Parties:** Please list all responsible parties, should the project proposal be funded. At a minimum, we should have four main points of contact for every project:
  - Executive Lead: Probably the Executive Director or CEO of the organization.
  - Program Lead/Manager: Person managing the project.
  - Financial/Accounting: Person responsible for the grant management and monthly billings/reimbursement requests.
  - Direct Program Person: Who will be the front lines lead person. For benefits or case management projects, this person is required to become CLAIM trained.
- **2. MWBE and/or DBE:** Provide evidence and a statement if the applicant is involved with Minority and Women Business Enterprises (MWBE) and/or Disadvantaged Business Enterprise (DBE) participation, as filed with the City of St. Louis. This may not be applicable to all applicants.
- **3. Scope of Work/Project Description:** Provide a comprehensive project description <u>for each</u> <u>service you are bidding on</u>, including the intended impact of the project on older adults and adults with disabilities. Explain best practices and interventions to be utilized in carrying out the scope of your project. See below for additional required information.
  - A. Overview of program: What are the goals and intended outcomes of the program? Provide specifics of whether this is an existing program and if so how long you have provided the program or whether it would be a new program.
  - B. Operations: Provide a description of program operating guidelines that will be utilized to carry out the program. Does the organization already have intake forms ready, or will these be designed when awarded? How will referrals be made and received? Are there timelines for the program? How does the agency facilitate the payments? What are the days and hours of operation?
  - C. Client Eligibility: State how client eligibility will be determined, what factors will be assessed, and how the Intake Process will be completed. Will any other requirements be imposed other than what is explicitly stated within the RFP? What outreach services will be offered to inform potential clients about this service? How will the agency serve clients that do not speak English? What follow-up will be provided?
  - D. Documentation: What records will be secured to provide City residency and eligibility?
  - E. Advertising/Marketing: Explain how the program will be marketed.
  - F. Scope of Project: How many clients are anticipated to be served, how many households, approximate assistance per household, and if there are other financial requirements to carry out the program.

- **4. Explain how operations have been adapted to account for the pandemic.** Use Centers for Disease Control and Prevention (CDC) Guidance to assist applicants with planning and documentation efforts and in determining how the current coronavirus is and/or will impact operations.
- **5. Experience and Knowledge:** For Agencies which have previously been funded by SLAAA, please list what funds you've received and explain why you have the experience and knowledge to operate the proposed program. For those Agencies not previously funded by SLAAA, explain what experience and knowledge you bring to your project. Explain what funding sources you've managed before and how that experience will translate to the project you are proposing. Essentially, why do you think you possess the experience and knowledge required to manage ARPA funding?
- **6. Staffing and Qualifications:** Provide an organization chart and a program chart. Include narrative explaining what staff will be involved in the project. Explain if staff will need to be hired, or if staff already exist that will add this project to their current duties. Please provide a BRIEF job description for all staff working within the project. Explain the management plan. Say who will train and manage staff working in the project. Explain what experience staff have working with vulnerable populations, people experiencing crisis and trauma, and challenges posed with living with disabilities and aging.
- **7. Outcomes:** Explain what outcomes the project proposes to meet **for each service you are bidding on**. How many individuals/families will be served, for how long, and an average of funds to be used per household? What are the expected outcomes or performance measures you will track as a part of the project? How will you measure success of individuals and families and of the program you are proposing overall?
- **8. Communication and Reporting:** State in this section how the applicant will ensure communication with SLAAA. Communication regarding billings should occur monthly. What staff person(s) will be involved in this part of the project? The City will be required to report detailed expenditures and use of funds monthly. It is essential that the agency has a strict process outlined for recording expenditures and a person identified as a point person. How will the applicant provide reports on the services? Will they be provided weekly, monthly, or quarterly, and what type of data will be reported on?
- **10. Project Timeline:** The City will be under strict reporting guidelines for these funds. It's critical to understand when your proposed project will start up and be at capacity. Please provide a timeline stating these types of activities: hiring staff, start-up time, training, when clients will begin being seen and assisted, etc. The timeline should demonstrate the ability to have a plan for utilizing all funds while serving persons in an appropriate timeframe and manner.
- **11. Spending Capacity:** Explain the agency's ability to provide solid fiscal accountability to the project. Submit one Bid Submission Sheet (Exhibit C) <u>for each service</u> for which you are submitting a bid. Costs should be reasonable for the services and correspond to the number of persons to be served. All unit costs must include service delivery costs and may include administrative or other costs (maximum unit cost to be negotiated). There is no match requirement for ARPA funds.
- **13. AgingIS, Referrals, & COVID Intake:** Explain if the project will enter data into the designated AgingIS database system (preferred for all projects). Explain if the project intends to receive referrals for clients needing assistance. Will the organization receive referrals from the St. Louis Area Agency on Aging?

All proposals submitted must include the following items:

#### **Complete Submission Includes:**

- 1. Proposal Cover Sheet (Exhibit A)
- 2. Proposal Narrative (Exhibit B)
  - a. Not to exceed 5 pages, might be less
  - b. Each question listed w/bold type, with narrative response following
- 3. Attachments (see below)

- a. Each attachment separated by a colored & titled sheet of paper
- b. NO STAPLES
- c. Not included in the 5-page narrative requirement
- d. Each attachment is non-negotiable. Agency risks not being funded if any are missing.
- e. For missing attachments, include on the colored divider sheet, the reason it's missing.
- 4. 5 complete proposal paper copies submitted to Anneliese Stoever, 1520 Market, Room 4086.
- 5. 1 complete proposal submitted electronically as 1 attachment to Anneliese Stoever's email address. (2 attachments allowed if problems sending large file, but Attachments as one and cover sheet and narrative as second attachment).
- 6. All copies, paper and electronic, submitted by deadline: May 17, 2022, 4:00pm.

#### Required attachments:

- A. Did Submission Sheets (Exhibit C) for each Service
- B. Evidence of 501 (c) 3 status, Federal Form 990 or documentation of Government status
- C. Copy of System for Award Management (SAM) Report
- D. AgingIS Participation Statement
- E. Organizational Chart (Agency and show which staff involved in project)
- F. Current List of the Board of Directors
- G. Job Descriptions (for key personnel involved in the project)
- H. Agency Yearly Budget
- I. Recent A133 or the most recent audit
- J. Recent Income Statement
- K. Balance Sheet for the last three (3) years
- L. The recent statement of Cash Flows
- M. MWBE and/or DBE documentation <a href="https://www.stlouis-mo.gov/government/departments/supply/documents/upload/m\_wbe\_form.pdf">https://www.stlouis-mo.gov/government/departments/supply/documents/upload/m\_wbe\_form.pdf</a>
- N. Copy of insurance (including vehicle insurance if transportation is part of the service)
- O. Living Wage Acknowledgement and Acceptance Declaration (Exhibit I)

#### Additional Requirements for Food Service Providers

- P. Federal, State, Local Health Certificate, including City of St. Louis Food Permit
- Q. ServSafe Certificate
- R. Performance Bond Acknowledgement <a href="https://www.stlouis-mo.gov/government/departments/supply/documents/upload/PERFORMANCE-BOND-rev-3-1-17.pdf">https://www.stlouis-mo.gov/government/departments/supply/documents/upload/PERFORMANCE-BOND-rev-3-1-17.pdf</a>
- S. St. Louis Domestic Products Procurement Act Form <a href="https://www.stlouis-mo.gov/government/departments/supply/documents/st-louis-domestic-products-procurement-act-buy-american.cfm">https://www.stlouis-mo.gov/government/departments/supply/documents/st-louis-domestic-products-procurement-act-buy-american.cfm</a>

#### Additional Requirements for Transportation Service Providers

- T. Signed Transportation Vendor Guidelines (Exhibit H-1)
- U. Signed Driver Guidelines for Service Delivery (Exhibit H-2)
- V. Transportation Vendor Application (Exhibit H-3)

If selected, additional documentation will be needed from each agency for each service, prior to completion of the contract and prior to services beginning.

ALL DOCUMENTS MUST BE INCLUDED TO GUARANTEE CONSIDERATION FOR FUNDING. To be considered by the Selection Committee, proposals must be received by 4:00 p.m. on May 17, 2022. All applicants must provide five (5) copies of their proposal at the time of submission (please no staples). Attachments need to be separated by a colored cover page. In addition to the submission of paper copies, please email an electronic version of the proposal, as one complete attachment to Anneliese Stoever at <a href="mailto:stoevera@stlouis-mo.gov">stoevera@stlouis-mo.gov</a>. Incomplete proposals or those received after the due date and time may be rejected.

**Exhibit C** 

#### **BID SUBMISSION SHEET**

Submit one signed Bid Sub	mission Sheet for each	<u>n service</u> wnich you	are submitting a bid.			
ORGANIZATION:						
SERVICE:						
SERVICE DESCRIPTION:						
LIST GEOGRAPHICAL AF	EA TO BE SERVED:	CITY WIDE:	YES NO			
(If NO - List Areas to be Se	erved)					
ANTICIPATED # OF UND	JPLICATED PERSONS	SERVED FOR YEA	.R			
Service Name						
# Units						
Unit Price***						
Total Cost # Units x Unit Price \$  **All unit costs must include service delivery costs and may include administrative or other of						
**All unit costs must include (Maximum unit cost to be neg		nd may include admini	istrative or other costs			
Comments:						
Signature:		Email Address				
Printed Name:		Cell Phone #				
Title:		Telephone #				
Date:		Fax #				

<sup>&</sup>quot;SLAAA reserves the right to contract with one or more providers when awarding contracts for services."

<sup>&</sup>quot;SLAAA reserves the right to reject any and all bids."

\*\*All unit costs must include service delivery costs and may include administrative or other costs.

### SUPPLEMENT OF REQUIRED CONTRACT PROVISIONS PURSUANT TO THE AMERICAN RESCUE PLAN ACT

The City of St. Louis, Missouri (the "City") is the recipient of American Rescue Plan Act ("ARPA") funds from the United States Department of the Treasury (the "U.S. Treasury"). In consideration for receiving ARPA funds as a Subrecipient or Contractor (hereinafter referred to as "Contractor") for eligible expenses under ARPA, the Contractor shall comply with the following required supplementary terms and conditions to the Agreement (the "Supplementary Conditions").

The Contractor shall attach these Supplementary Conditions to all subcontracts and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to "City" shall be deemed to refer to the party seeking products and/or services, and references to "Contractor" shall be deemed to refer to the party providing products and/or services, and references to the "Agreement" or "agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of these Supplementary Conditions.

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the decision of the City such provision shall forthwith be inserted and written notice provided to Contractor.
- 2. STATUTORY AND REGULATORY COMPLIANCE. Contractor shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars and 2 CFR 200 et seq. (the "Uniform Guidance"). The Contractor, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.
- 3. BREACH OF CONTRACT TERMS. The City reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by

law.

- 4. PUBLICATIONS. Any publications produced with funds from the federal award must display the following language: "This project is supported in whole or in part by federal award number 21.027 awarded to the City of St. Louis by the U.S. Department of the Treasury."
- 5. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS. The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow City to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to 2 CFR Part 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit.
- 6. RECORDS AND REPORTING REQUIREMENTS. The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the City under the Agreement (the "Records") consistent with generally accepted bookkeeping practices. Contractor shall retain the Records in accordance with Section 12 below. The City and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the City or, if no such office is available, at a mutually agreeable and reasonable venue within the City, for the term specified above for the purposes of inspection, auditing and copying. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City. The Contractor shall cooperate with all City efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.
- 7. SAM. Contractor will comply with the regulations relating to Universal Identifier and System for Award Management according to 2 CFR Part 25 and Appendix A thereto. Contractor must:
  - a. Be registered in the SAM prior to submission of an application or plan;
  - b. Maintain an active SAM registration with current information, including information on a recipient's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and
  - c. Provide its unique entity identifier in each application or plan it submits to the Federal awarding agency.
  - d. Review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.
- 8. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 9. CONFLICTS OF INTEREST. The Contractor shall notify the City in writing as soon as possible if the

Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the City is able to assess such actual or potential conflict. The Contractor shall provide the City any additional information necessary for the City to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the City, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the City, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

- 10. SUBCONTRACTING/ASSIGNABILITY. The Contractor shall not subcontract nor assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City.
- 11. PROCUREMENT. The Contractor shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326. These requirements generally require an open and competitive process for subcontractors, with limited and specific exceptions. The Contractor must maintain records sufficient to detail the history of procurement and provide such records to the City. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 12. LOBBYING (Applicable to Agreements exceeding \$100,000). The Contractor certifies, to the best of its knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. AUDIT / ACCESS TO RECORDS. The City, U.S. Treasury, the Comptroller General of the United States, the Government Accountability Office, the Pandemic Relief Accountability Committee, the Office of the Comptroller of the City, and any other authorized oversight agencies, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements;

maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and City guidelines. The Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the City's right to audit and/or access Contractor records that may be provided under the Agreement.

- 14. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for five (5) years after all funds have been expended or returned to the U.S. Treasury, or (ii) for the minimum retention period that may be provided under the Agreement, whichever is longer.
- 15. CITY SEAL, LOGO, AND FLAGS. The Contractor shall not use the City seal(s), logos, crests, or reproductions of flags or likenesses of City agency officials without specific City pre-approval.
- 16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement. False statements or misrepresentations in a proposal to obtain federal funds automatically will disqualify an applicant. If false statements or misrepresentations are discovered after such funds are awarded, the funds and contract will be in default and the City may declare all or any part of the funds paid out immediately due and repayable and the Agreement voidable at the discretion of the City.
- 17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200.
- 18. NONDISCRIMINATION. The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206(d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 et seq.) as implemented by all applicable regulations;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity-E.O. 11246, as amended; and
  - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements.
- 19. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964

and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin (including limited English proficiency), disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate. Contractor shall provide data as requested by the City to demonstrate compliance with these requirements.

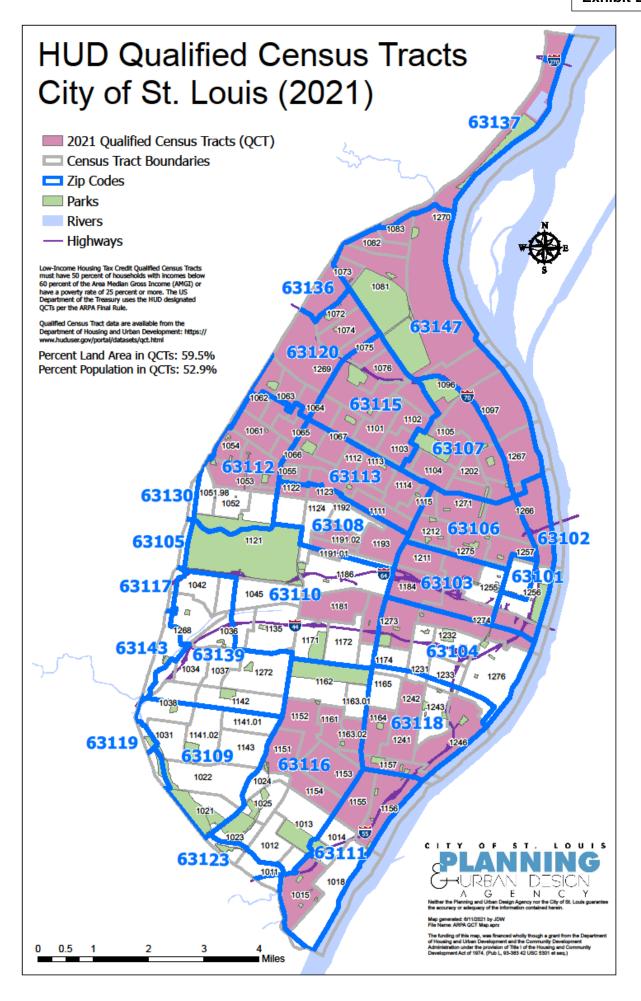
- 20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.
- 21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- 22. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.
- 23. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
  - a. The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
  - b. The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day
- 24. DRUG FREE WORKPLACE. The Contractor certifies it shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this Agreement under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to: City Counselor's Office, Attn: Deputy City Counselor for Transactions, City Hall Room 314, 1200 Market Street, St.

Louis, MO 63103.

- 25. RELOCATION ASSISTANCE. The Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 26. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS. The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition,
  - a. Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment;
  - b. the Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce; and
  - c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.
- 27. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 28. LABOR STANDARDS. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §\$276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §\$327-333), regarding labor standards for federally-assisted construction sub-agreements.
- 29. LEAD-BASED PAINT. Contractor will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 30. POLITICAL ACTIVITY (HATCH ACT). The Contractor will comply with the provisions of the Hatch Act (3 USC Sections 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 31. HUMAN TRAFFICKING. The Contractor assures that it and its subcontractors shall comply with EO 13333, (March 16, 2004), Amending Executive Order 13257, to implement the Trafficking Victims Protection Reauthorization Act of 2003. The Annual Agreement may be terminated without penalty, if the grantee or any subgrantee, or the contractor or subcontractor engages in: "(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons." (22 U.S.C. § 7104(g)).
- 32. SEAT BELT USE. Pursuant to EO 13043 (April 16, 1997), Increasing Seat Belt Use in the United States, the Contractor and its subcontractor are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- 33. TEXT MESSAGING. Pursuant to EO 13513 (October 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, recipients and subrecipients are encouraged to adopt and enforce policies that

ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

- 34. PRE-AWARD COSTS. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 35. DISCLAIMER. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.



**Exhibit F** 

### **Project Evaluation Rubric – FY2022 ARPA RFP**

Organization's Name: Project Name: Project Category:

	PROPOSAL NARRATIVE	Exceeds (7 - 10)	Meets (4 - 6)	Below (0 - 3)	110 Points Possible	Reviewer's Score
1	Scope of Work/Project Description				10	
2	Operations Adaptation to COVID-19				10	
3	Experience & Knowledge				10	
4	Staffing & Qualifications				10	
5	Case Management and Services Planning				10	
6	Outcomes				10	
7	Communication & Reporting				10	
8	Project Timeline				10	
9	Budget & Spending Capacity				10	
10	Client Empowerment				10	
11	AgingIS, Referral, & COVID Intake				10	
	OTHER REQUIREMENTS	Exceeds (10)	Meets (5)	Below (0)	40 Points Possible	
12	Responsible Parties (0 – 5 Scale, 5 Meets Requirement)				5	
13	MWBE and/or DBE (0 – 5 Scale, 5 Meets Requirement)				5	
14	Proposal Completeness (all sections answered)				10	
15	Attachments Completeness (all attachments provided)				10	
16	Deadline (Complete project received by RFP deadline)				10	
	FINANCIAL AUDIT (Completed by DHS Auditors)	Exceeds (20 – 25)	Meets (11 – 19)	Below (0 – 10)	25 Points Possible	
17	Financial Capacity Rubric				25	
	CONTRACT COMPLIANCE SCORE	Exceeds (20 - 25)	Meets (11 – 19)	Below (0 – 10)	25 Points Possible	
18	For Applicants previously funder ARPA contracts and billings? For are you in Applicant's ability to rethe proposal submitted? (Scale confidence)	d, how confident a or Applicants neve nanage ARPA Cor	re you in their ab r funded by DHS ntracts and billing	oility to manage , how confident gs based on	25	
	Total Po	oints Available	e & Total Po	ints Scored	200 possible	

### Financial Capacity Rubric - St. Louis Area Agency on Aging Project

	ganization's Name:					
	Project Name:	ect Name:				
	<ul><li>☐ Recent Income Statement</li><li>☐ Recent statement of Cash Flows</li></ul>	<ul> <li>□ Budget</li> <li>□ Federal Form 990</li> <li>□ Balance Sheet for last three years</li> <li>□ Recent A133 or most recent audit</li> </ul>				
	Questions	Exceeds Requireme nt (5)	Meets Requireme nt (3-4)	Below Requireme nt (0-2)		
1	Is the agency's budget complete and without error?				5/5	
Com	ments:					
2	Was the Agency's A-133 or financial statements without Material weakness or deficiency? (If applicable)				5/5	
Comi	ments:					
3	Does the organization's most recent Income Statement ratio show that the agency is on solid financial footing?				5/5	
Comi	ments:	•				
4	Does the organizations last three years of balance sheets show a stable financial picture?				5/5	
Com	ments:					
5	Does the organization's Statement of Cash flows show positive ratios?				5/5	
Comi	ments:					
				Total Points Available	25	
	Total Up Each Column, then sum the columns in "Final Total Score" box to the right.	Column Total	Column Total	Column Total	Final Total Score	

Financial Capacity:

Exceeds Requirement (20-25), Meets Requirement (11-19), Below Requirement (0-10)

#### TRANSPORTATION VENDOR GUIDELINES FOR SERVICE DELIVERY

Vendor/driver shall ensure that services available to SLAAA passengers exceeds or is comparable in quality to services available to the general public.

Vendor agrees to respond to complaints within forty-eight (48) hours to provide resolution and/or a corrective action plan.

Vendor must prominently show the Vendor's business name on the vehicle for security purposes.

Vendor must provide transportation services as ordered by SLAAA and accepted by the vendor in an efficient and timely manner.

Vendor must give the passenger a ½ hour "window", fifteen (15) minutes before and after ideal pick-up time, ensuring the passenger will arrive on time for the appointment.

Vendor must establish, where applicable, an internal schedule for the passenger's return "will call" trip pick-up which does not impose unreasonable waiting time for the passenger, not to exceed one (1) hour maximum from time of passenger's call.

The wait time for a pre-scheduled return trip, such as dialysis, rehabilitation, etc., after an appointment, shall not exceed thirty (30) minutes.

Vendor must not cause a passenger to arrive more than thirty (30) minutes prior to an appointment, unless requested or pre-authorized by SLAAA or the passenger.

Vendor must allow a minimum of five (5) minutes "wait time" at pick-up location for scheduled passenger(s) to enter vehicle.

Vendor agrees to complete any pre-scheduled round trips even under the circumstance when the medical service extends past the approximate expected completion time.

Vendor understands that, due to disability, age or mental condition, some passengers utilizing SLAAA services require assistance and/or the use of an escort/attendant. The escort/attendant must be recruited by the passenger. Such escort/attendant's travel is to be provided by the Vendor free of charge.

Vendor will instruct drivers to not use wheelchair lift devices for the loading and unloading of passengers unless a wheelchair is used and the lift meets all ADA Accessibility Guidelines.

If a Vendor uses a wheelchair lift van for ambulatory passengers, the lower ambulatory rate must apply.

Vendor must maintain a signed trip or log sheet, or an individual voucher for each leg of the trip. The daily trip log sheet must include: Vendor's Name, Driver's Name Printed, Driver's Signature, Passenger's Signature (for each leg of the trip), Passenger's Name Printed, Date, Pick-up Address, Drop-off Address, Exact time of Drop-off, Indication of Ambulatory or Wheelchair.

Vendor understands records requested by SLAAA must be original documents sent at Vendor's expense, and will not be returned. Vendor must maintain copies at their expense.

Vendor must not require the passenger to	sign the	trip/log	sheet o	n any	leg of t	he trip	that is	s not
completed; to include passenger no-shows	3.							

Vendor understands lack of passenger signatures or date of transport may result in SLAAA denial of the payment to Vendor or the recoupment of trip charges.

Ride share programs must provide verification that the rides occurred.

If you agree to meet the Transportation Vendor Guidelines for Service Delivery, sign below.				
Signature:				
Printed Name:				
Title:				

#### DRIVER GUIDELINES FOR SERVICE DELIVERY

Driver must meet all Federal, State, and local safety and compliance standards.

Driver must adhere to all Federal, State, and local traffic laws.

Driver must observe all posted speed limits and must modify driving according to weather hazards.

Driver must not use alcohol prior to or while driving.

Driver must not use any prescribed or patent medication that may impair driving ability prior to or while driving.

Driver must not smoke during transport of passengers.

Driver must not use a cell phone or text device during the transport of passengers.

Driver must properly identify/announce their presence at the entrance of the building or with attending facility staff at the specified pick-up location, if a suitable curbside pick-up is not apparent.

Driver must assure that all passengers are seated before vehicle is put into motion.

Driver must assist each passenger to enter and exit the vehicle as needed.

Driver must assure that passengers enter and exit the vehicle in unobstructed and safe locations.

Driver must encourage passengers to use seat belts properly.

Driver must allow service animals in the vehicle as needed; however, other animals shall not be allowed in the vehicle.

Driver must assure that all packages are safely stored before putting the vehicle in motion.

Drivers must not allow passengers to smoke in the presence of passengers being transported.

Driver must refuse transportation to a passenger who is intoxicated and/ or to a passenger who is too ill or experiencing an emergency health episode.

Driver understands that in the event a driver or passenger feels there is a need for emergency medical assistance, the driver must immediately call 911.

Driver must refuse transportation services to a passenger who has a mobility limitation that prevents safe entry or exit from the vehicle, even with reasonable human or mechanical assistance.

Driver must refuse services to a passenger who demonstrates violent or unruly behavior.

Driver must assure that all passengers are safely in their residence or destination location, or in the care of someone, before departing.

Signature:	
Printed Name:	
Title:	
Date:	-

If you agree to meet the Driver Guidelines for Service Delivery, sign below.

#### **VENDOR TRANSPORTATION APPLICATION**

All BIDDERS wanting to contract for Vendor Transportation Services must provide the requested information. Please answer the following questions in a separate document.

<ol> <li>Name of</li> </ol>	Organization
-----------------------------	--------------

3.

2.	References:	List 1	the nan	e &	phone	numbers	of	three	transportation	contracts	you
	previously were a	awarde	d. If you	do i	not have	three con	trac	ts, list	as many as you	u have had	and
	specify the time	you hav	ve been	perfo	rming th	nis service	and	d for wh	nom.		

List any of the following programs that your organization's transit system has or is currently

participating in:	<b>0</b>		<b>a -a</b> .	
Section 5309	Section 53	310	Section 531	l
MO Elderly & Ha	ndicapped Tra	ansportati	on Assistance	e Program (MEHTAP)
Motor Carrier Sa	afety Certificati	ion		
Medicaid Non-E	mergency Med	dical Tran	sportation (N	EMT)

- 4. **Describe** the transportation services you will be providing and the outcomes you will try to achieve.
- 5. Provide documentation of the following required SLAAA standards:
  - (a) Appropriate legal license/certificates for operations
  - (b) Appropriate legal driver license for drivers
  - (c) Proof of meeting state minimums for auto insurance
  - (d) Proof of passing state vehicles safety inspection and/or vehicle emission test for all vehicles servicing SLAAA clients
  - (e) Moving Violation Report for drivers
  - (f) Family Care Safety Registry background check for all drivers; City and County Background Check for all drivers; MO Sex Offender Registry check for all drivers
  - (g) Health verification of drivers' ability to assist passengers on and off the vehicles
  - (h) Documentation of drivers' training plan that includes: Basic First Aid, Defensive Driving, Methods of Assisting Passengers with Mobility Limitations
  - (i) Certificates of Bonding/Workers Comp/Vehicle & Liability Insurance
  - (j) Current list of vehicles that will be used to transport SLAAA passengers. List VIN, passenger capacity, lift information, model, year, and type.

If you do not possess the above documentation, state how you will come into compliance [steps and timeline] prior to the start of the service under this contract.

- 6. **Service Area:** Describe the service area. What areas will clients be picked up from and where will they be taken? Citywide and County transportation is preferred.
- 7. Please list Days of Service and Hours of Service
- 8. **Referrals:** What is the referral process to request transportation? How much notice do you require?
- 9. **Rates of Service:** Provide documentation of your publicly advertised rates for transporting the general public. Specify the discount you will provide SLAAA, if any. This is supported by the Bid Submission Sheets (Attachment C).

- 10. **Accessibility:** How will you provide services to persons with disabilities?
- 11. **Unique features:** Describe the unique features of your organization's transit services. For example, if you have flexible service hours, door-to-door services, weeknight and/or weekend services, passes/coupons or a voucher system in place.
- 12. **Training:** Assurance that training for drivers has included Methods of Assisting Passengers with Mobility Limitations, Training in Proper Loading, Unloading And Wheelchair Tie-Down Procedures for drivers responsible for transporting passengers in wheelchairs. If Vendor has not provided stated trainings, Vendor must state how they will come into compliance [steps and timeline] prior to the start of the contract.

### **DRIVER AUTHORIZATION**

(COMPLETE ONE FOR EACH DRIVER)

contract.

I,	, am in good health and have no physical or health
limitations that prevent me fron	n operating a motor vehicle in a competent manner or to help any
rider in and out of the vehicle.	
	Date of Last Examination
Date	Driver's Signature
***********	***************************************
	ORIENTATION TRAINING
Driver has successfully comple	ted the required orientation and annual training listed on page 39
QUALIFICATIONS	
	ffeur's License and the Moving Violations Report of this driver and
	ed to provide transportation services for senior citizens. (Copy

## Driver's License Bureau P.O. Box 200 Jefferson City, Missouri 65102-0200

#### REQUEST FOR MOVING VIOLATIONS RECORD

request a copy of my Moving Violation	n Record (Type or Print):						
Name:		_					
Date of Birth:		_					
Driver's License Number:		_					
Address:							
Please forward the requested informati	on to my employer:						
Name of Agency:		_					
Address:	Address:						
City & State:							
Zip Code:		_					
	Signature						
	Current Address						
	City & State	ZIP					

If awarded contract, this information to be provided to SLAAA on or before the start of the contract.

<sup>\*</sup>Complete one (1) for each Driver.

## **VEHICLE EQUIPMENT REQUIREMENTS**

VEHICLE:	
Describe (Year & Make)	License #
CLASS 1 VEHICLE - CAR WITH CAPACITY OF S	SEVEN (7) OR LESS
CLASS 2 VEHICLE - CAR WITH CAPACITY GRE	ATER THAN SEVEN (7)
CLASS 3 VEHICLE – VAN OR BUS	, ,

CLASS	CLASS	CLASS
*		3
*		
*		
*		
*		
*		
*		
*		
N.A.	N.A.	Not Required for Vans with stationary boarding steps
N.A.	N.A.	Seat amig crops
N.A.	N.A.	
		Not Required for Bus but Recommended
	1 * * * * * * * N.A. N.A.	1 2  *  *  *  *  *  *  *  *  N.A. N.A.  N.A.

<sup>\*</sup>Complete one (1) for each vehicle.

If awarded contract, this information to be provided to SLAAA on or before the start of the contract.

## TRANSPORTATION VEHICLE INFORMATION

Bidder's Name:
----------------

	YEAR	MAKE / MODEL	TYPE	OWNERSHIP L-Leased POV-Private C-Center	CAPACITY	WHEELCHAIR CAPABLE (N0 / Yes - #)	ODOMETER READING a/o 11/1/20
Example	2012	DODGE RAM B3500	VAN	С	10	No	46,289
Vehicle 1							
Vehicle 2							
Vehicle 3							
Vehicle 4							
Vehicle 5							
Vehicle 6							
Vehicle 7							

Exhibit I

#### ST. LOUIS LIVING WAGE ORDINANCE

#### LIVING WAGE ADJUSTMENT BULLETIN

#### NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2022

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is \$14.39 per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are <u>not</u> provided to the employee, the living wage rate is \$18.99 per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: \$4.60 per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2022**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <a href="http://www.flystl.com/bdd">http://www.flystl.com/bdd</a> or obtained from:

City Compliance Official c/o St. Louis Airport Authority St. Louis, MO 63145 (314) 426-8111



#### CITY OF ST. LOUIS LIVING WAGE ORDINANCE

#### NOTICE TO EMPLOYEES

St. Louis Living Wage Rates Effective April 1, 2022

This employer is a contractor with the City of St. Louis. This contract is subject to the Living Wage Ordinance (LWO) Number 65597 established by the Board of Alderman. If you are an employee performing any service under this contract, you must be paid a "Living Wage."

#### THESE ARE YOUR RIGHTS...

#### **Living Wage**

If you are an employee performing services under a City contract, you must be paid not less than the living wage rate of \$14.39 per hour plus at least \$4.60 per hour for health benefits or \$18.99 per hour without health benefits.

#### Retaliation

You cannot be transferred, demoted or terminated for reporting violations of the Living Wage Program. All acts of retaliation can be reported to the Living Wage Program Compliance Officer by calling the Living Wage Hotline.

#### You may Report Living Wage Violations to:

LIVING WAGE HOTLINE: (314) 890-1809

ST. LOUIS CITY LIVING WAGE COMPLIANCE: (314) 426-8111

**Exhibit I** 

#### ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE DECLARATION (To be completed by each Respondent to a bid/proposal solicitation when that solicitation has included Living Wage Advertisement/Solicitation Language.)

RESPONDENT NAME:	
RFP TITLE:	
DATE: PREPARED BY:	-
PREPARER'S TELEPHONE NUMBER:	_
PREPARER'S E-MAIL ADDRESS:	
PREPARER'S CELL PHONE NUMBER:	-
PREPARER'S ADDRESS AND ZIP CODE:	
As the authorized representative of the above-referenced bidder or proponent, I hereby ack the bidder/proponent understands that the contract or agreement that will be executed with bidder/proponent pursuant to this solicitation may be subject to the St. Louis Living Wage the Regulations associated therewith. The bidder/proponent hereby agrees to comply with and the associated Regulations, as applicable, if awarded a contract pursuant to this sol authorized to make the above representations on behalf of the bidder or proponent.  AUTHORIZED REPRESENTATIVE CERTIFICATION:	th a successful ge #65597 and the Ordinance
SIGNATURE:	
NAME:	
TITLE:	
DATE:	

# Program Budget Project R&R Coordinating Entity

Grant Application	Type Org Name Here			
EXPENSES	Total Program Expenses	Amount Requested		
Salary and Benefits				
Contract Services (e.g consulting, professional)				
Bonus Gift Cards				
Travel				
Equipment				
Supplies				
Printing, Copying & Postage				
Evaluation				
Marketing Meeting Expenses				
*Other -				
*Other				
Subtotal of Direct Expenses	\$0	\$0		
Administration/Indirect Expense				
TOTAL EXPENSES	\$0	\$0		
REVENUES	Committed	Pending		
Contributions, Gifts, Grants, & Earned Revenue				
Local Government				
Local Government - ARPA Funds				
State Government				
Federal Government				
Individuals				
*Foundation -				
*Foundation -				
*Foundation -				
*Corporation -				
*Federation -				
Membership Income				
Program Service Fees				
Products				
Fundraising Events (net)				
Investment Income				
In-Kind Support				
*Other -				
TOTAL REVENUES	\$ -	\$ - l		
*Please specify for contributions over \$1,000.	<u>*</u>	*		